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8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA -- SOUTHERN DIVISION**

10 LAURA HOFFMAN, an individual, on)
11 behalf of herself and all others)
12 similarly situated,)

13 Plaintiff,

14 vs.

15 CITIBANK (SOUTH DAKOTA),
16 N.A., and DOES 1 through 10,
17 inclusive,

18 Defendant.

Case No. SACV-06-571-AJG(MLGx)

CLASS ACTION

~~[SECOND AMENDED PROPOSED]~~
SETTLEMENT ORDER AND
FINAL JUDGMENT

19
20 THIS MATTER came before the Court for final approval of the proposed
21 class settlement. The Court has considered all papers filed and proceedings in this
22 matter and held a hearing on December 13, 2010, at which time the parties and all
23 other interested persons were afforded the opportunity to be heard in support of
24 and in opposition to the proposed settlement. Based on the papers filed with the
25 Court and presentations made to the Court at the hearing, it is hereby ORDERED,
26 ADJUDGED, AND DECREED as follows:

27 1. The definitions and provisions of the Settlement Agreement are
28 hereby incorporated as though fully set forth herein. For purposes of this Order,

1 capitalized terms shall have the meaning ascribed to them in the Settlement
2 Agreement.

3 2. This Court has jurisdiction over the subject matter of the Settlement
4 Agreement with respect to and over all parties to the Settlement Agreement,
5 including all members of the Settlement Class.

6 3. The Court hereby approves the settlement, including the plan of
7 distribution of the settlement relief, and finds that the settlement is, in all respects,
8 fair, reasonable and adequate to the Settlement Class Members, within the
9 authority of the parties and the result of extensive arm's length negotiations.

10 4. Pursuant to Federal Rule of Civil Procedure 23(c), the Court certifies,
11 for settlement purposes only, the following Settlement Class:

12 All customers who, between May 5, 2002 and May 24, 2010, had a credit
13 card account with Citibank (South Dakota), N.A. or its predecessor Citibank
14 USA, National Association, and who paid periodic finance charges that
15 were assessed from the beginning of a billing period in which the periodic
16 rate was increased as a result of a default or delinquency that occurred
17 before August 20, 2009.

18 5. This Settlement Order and Final Judgment does not constitute an
19 expression by the Court of any opinion, position or determination as to the merit
20 or lack of merit of any of the claims or defenses of plaintiff Laura Hoffman
21 ("Plaintiff"), the Settlement Class Members or defendant Citibank (South Dakota),
22 N.A. ("Citibank"). Neither this Settlement Order and Final Judgment nor the
23 Settlement Agreement is an admission or indication by Citibank of the validity of
24 any claims in this action or of any liability or wrongdoing or of any violation of
25 law. This Settlement Order and Final Judgment and the Settlement Agreement do
26 not constitute a concession and shall not be used as an admission or indication of
27 any wrongdoing, fault or omission by Citibank or any other person in connection
28 with any transaction, event or occurrence, and neither this Settlement Order and

1 Final Judgment nor the Settlement Agreement nor any related documents in this
2 proceeding nor any reports or accounts thereof shall be offered or received in
3 evidence in any civil, criminal or administrative action or proceeding, other than
4 such proceedings as may be necessary to consummate or enforce this Settlement
5 Order and Final Judgment, the Settlement Agreement and all releases given
6 thereunder, or to establish the affirmative defenses of res judicata or collateral
7 estoppel.

8 6. This Court hereby dismisses this action with prejudice as to all
9 Settlement Class Members except those who have timely and properly excluded
10 themselves from the Settlement Class. Exhibit A, attached hereto, sets forth the
11 names of those individuals who have timely and properly excluded themselves
12 from the Settlement Class.

13 7. (a) Upon the date that the Judgment becomes Final, Plaintiff, and
14 all persons and entities acting on her behalf concerning the subject matter of this
15 Action, will fully release and forever discharge Citibank and each and all of its
16 present, former and future direct and indirect parent companies, affiliates,
17 subsidiaries, agents, successors, predecessors in interest, and/or any financial
18 institutions, corporations, trusts, or other entities that may hold or have held any
19 interest in any account or any receivables relating to any account, or any
20 receivables or group of receivables, or any interest in the operation or ownership
21 of Citibank, and all of the aforementioned's respective officers, directors,
22 employees, attorneys, shareholders, agents, vendors (including processing
23 facilities) and assigns, from any and all rights, duties, obligations, claims, actions,
24 causes of action or liabilities, whether arising under local, state or federal law
25 (including without limitation under any state consumer-protection and/or unfair
26 and deceptive practices acts, the Truth in Lending Act, 15 U.S.C. § 1601 et seq.,
27 and Regulation Z, 12 C.F.R. pt. 226), whether by Constitution, statute, contract,
28 common law or equity, whether known or unknown, suspected or unsuspected,

1 asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or
2 unliquidated, as of the date of Final Judgment in the Action, relating to the
3 Citibank card account at issue and any other account issued to Plaintiff by
4 Citibank (or any of its affiliates), including without limitation, all claims that arise
5 out of or relate in any way to any or all of the acts, omissions, facts, matters,
6 transactions or occurrences that were or could have been directly or indirectly
7 alleged, asserted, described, set forth or referred to in the Action and are related to
8 the allegations therein.

9 (b) Upon the date that the Judgment becomes Final, each and all
10 Settlement Class Members and their respective heirs, executors, administrators,
11 representatives, agents, attorneys, partners, successors, predecessors in interest,
12 assigns and any authorized users of their accounts will be deemed to have fully
13 released and forever discharged Citibank and each and all of its present, former
14 and future direct and indirect parent companies, affiliates, subsidiaries, agents,
15 successors, predecessors in interest, and/or any financial institutions, corporations,
16 trusts, or other entities that may hold or have held any interest in any account or
17 any receivables relating to any account, or any receivables or group of receivables,
18 or any interest in the operation or ownership of Citibank, and all of the
19 aforementioned's respective officers, directors, employees, attorneys,
20 shareholders, agents, vendors (including processing facilities) and assigns, from
21 any and all rights, duties, obligations, claims, actions, causes of action or
22 liabilities, whether arising under local, state or federal law (including without
23 limitation under any state consumer-protection and/or unfair and deceptive
24 practices acts, the Truth in Lending Act, 15 U.S.C. § 1601 et seq., and Regulation
25 Z, 12 C.F.R. pt. 226), whether by Constitution, statute, contract, common law or
26 equity, whether known or unknown, suspected or unsuspected, asserted or
27 unasserted, foreseen or unforeseen, actual or contingent, liquidated or
28 unliquidated, as of the date of Final Judgment in the Action: (1) that arise out of or

1 relate in any way to any or all of the acts, omissions, facts, matters, transactions or
2 occurrences that were or could have been directly or indirectly alleged, asserted,
3 described, set forth or referred to in the Action and are related to the allegations
4 therein; (2) that arise out of or relate in any way to the calculation, assessment or
5 disclosure of default interest rates (including, without limitation, the effective date
6 of such rates) and/or finance charges based thereon on Settlement Class Members'
7 credit card accounts with a Released Party; or (3) that arise out of or relate in any
8 way to the administration of the settlement.

9 (c) Without limiting the foregoing, the Released Claims specifically
10 extend to claims that Plaintiff and the Settlement Class Members do not know or
11 suspect to exist in their favor at the time that the settlement, and the releases
12 contained therein, becomes effective. The Court finds that Plaintiff has, and the
13 Settlement Class Members are deemed to have, knowingly waived California Civil
14 Code section 1542, section 20-7-11 of the South Dakota Codified Laws and/or any
15 other applicable law relating to limitations on releases.

16 8. In aid to this Court's jurisdiction to implement and enforce the
17 settlement, Plaintiff and all Settlement Class Members and all persons purporting
18 to act on behalf of Settlement Class Members are enjoined, directly, on a
19 representative basis or in any other capacity, from asserting, commencing,
20 prosecuting or continuing any of the Released Claims against Citibank or any of
21 the other Released Parties in any action, arbitration or proceeding in any court,
22 arbitral forum or tribunal.

23 9. The Court finds that the program of Class Notice set forth in the
24 Settlement Agreement and preliminarily approved by the Court was the best
25 practicable notice under the circumstances. The Class Notice provided due and
26 adequate notice of these proceedings and of the matters set forth therein, including
27 the Settlement Agreement, to all parties entitled to such notice and satisfied the
28 requirements of Federal Rule of Civil Procedure 23 and the requirements of

1 constitutional due process.

2 10. Without affecting the finality of this Settlement Order and Final
3 Judgment in any way, the Court retains continuing jurisdiction over:
4 (a) implementation of the Settlement Agreement and distribution of the settlement
5 payments contemplated by the Settlement Agreement, until all acts agreed to be
6 performed pursuant to the Settlement Agreement have been performed; and (b) all
7 parties to this action and members of the Settlement Class for the purpose of
8 enforcing and administering the Settlement Agreement.

9 11. Neither this Settlement Approval Order and Final Judgment nor the
10 Settlement Agreement constitutes an admission or concession by Citibank of any
11 fault, omission, liability or wrongdoing. This Settlement Approval Order and
12 Final Judgment is not a finding of the validity or invalidity of any claims in this
13 action or a determination of any wrongdoing by the defendant. The final approval
14 of the Settlement Agreement does not constitute any opinion, position or
15 determination of this Court, one way or the other, as to the merits of the claims
16 and defenses of Plaintiff, Citibank or the Settlement Class members.

17 12. In the event that the Settlement Agreement does not become effective
18 in accordance with its terms, then this Settlement Approval Order and Final
19 Judgment shall be vacated, the Settlement Class shall be decertified (without
20 affecting Plaintiff's right subsequently to seek certification) and the Settlement
21 Agreement and all orders entered in connection therewith shall become null and
22 void and of no further force and effect.

23 **IT IS SO ORDERED.**

24
25 Dated: December 22, 2010

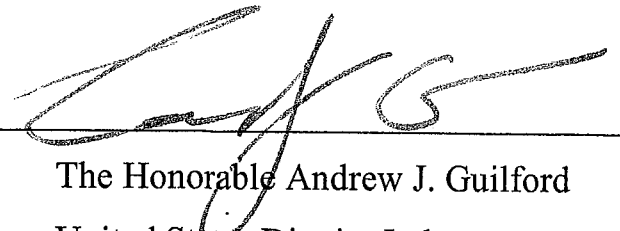

The Honorable Andrew J. Guilford
United States District Judge

EXHIBIT A

Laura Hoffman v. Citibank (South Dakota), N.A. (Opt Outs)

	CARDHOLDER NAME	ACCOUNT NO.	NAME OF LAWSUIT PRESENT (Y/N)	REQUEST FOR EXCLUSION STATEMENT (Y/N)	SIGNED BY ALL CARDHOLDERS (Y/N)	POSTMARK	FULL NAME, ADDRESS AND ACCOUNT NUMBER (Y/N)
1	Adams, Ruchelle D.						
2	Adelani, Aanuoluwa						
3	Amburgey, Joseph Vernon						
4	Anderson, Elizabeth						
5	Andom, Martha						
6	Andrews, Nellie A.						
7	Angulo, Maida						
8	Atkins, Patricia						
9	Baltao, Alejandro C.						
10	Baltao, Tisha K.						
11	Baylor, Sherry S.						
12	Beard, Leon						
13	Beck, Lauren Kim						
14	Beduhn, Candice M.						
15	Benavides, Lydia						
16	Benton, Judy J.						
17	Bouchard, Tracy Dean						
18	Bradley, Almeta B.						
19	Britt, Kelly						
20	Broughton, Joy Lee						
21	Brown, John						
22	Buday, Tanit						
23	Bufhington, D.L.						
24	Byers, Sheila						
25	Caplan, Eliot P.						
26	Carpio, Victor						
27	Cater, Jeremy						
28	Cofoid, Estelle S.						
29	Corbin, Paul						
30	Corkovic, Daniyela						
31	Cornuad, Paul A.						
32	Crowston, Michael E.						
33	Deleambre, Rita						
34	Dellindia, Salvatore						
35	DelValle, Horace						

REDACTED

	CARDHOLDER NAME	ACCOUNT NO.	NAME OF LAWSUIT PRESENT (Y/N)	REQUEST FOR EXCLUSION STATEMENT (Y/N)	SIGNED BY ALL CARDHOLDERS (Y/N)	POSTMARK	FULL NAME, ADDRESS AND ACCOUNT NUMBER (Y/N)
36	Dickens, Royce						
37	Drescher, Kathleen						
38	Durden, Randy E.						
39	Fazio, Laura Ann						
40	Flakes Ross, Marguerite E.						
41	Foster, Scott						
42	Fox, Carolyn L.						
43	Gant, Ellen						
44	German-Motorcards Inc. - Bernd Tessman						
45	Gibson, Mary						
46	Gould, Hollis O.						
47	Govia, Denise						
48	Griess, Steven						
49	Haag, Patricia						
50	Halbert, Kathryn Ann						
51	Harris, Anne						
52	Hennessee, Suzanne C.						
53	Hollies, Mary M.						
54	Howell, Eugene						
55	Hungerink, Beth E.						
56	Jackson, Ellicia Minette						
57	Karakaya, Sevki						
58	Kerr, Erich						
59	Khaing, Lwin Mar						
60	Killingsworth, Alfred O.						
61	Kirchmeier, Judith-Ann						
62	Kuthy, Douglas						
63	Lair, Billy W.						
64	Largo, Katrina M.						
65	Lassiter, Cynthia D.						
66	Leslie, Virginia						
67	Lone Oak Tree Farm - Alfred Simpson						
68	Lowe, William E.						
69	Luedecke, Ray Lee						
70	Lusk, Elsa						
71	Mansfield, Mary						
72	Massouda, Kathleen						
73	McCloskey, Brad						

REDACTED

	CARDHOLDER NAME	ACCOUNT NO.	NAME OF LAWSUIT PRESENT (Y/N)	REQUEST FOR EXCLUSION STATEMENT (Y/N)	SIGNED BY ALL CARDHOLDERS (Y/N)	POSTMARK	FULL NAME, ADDRESS AND ACCOUNT NUMBER (Y/N)
74	McDonald Ruth A.						
75	McGill-Vondee, Sandra						
76	McVicker, Dan C.						
77	Meeks, Dennise J.						
78	Mehmeti, Turcan						
79	Meyer, Kelly						
80	Milbrett, Char						
81	Mostinger, Reba Marie						
82	Myint, Nilar						
83	Naylor, Clifford Lee						
84	Nunn, Damon R.						
85	O'Daniel, Woody R.						
86	Ovalle, Salomon						
87	Pate, Gary						
88	Patrick, Brooks T.						
89	Patrick, Sharon L.						
90	Pepler, Elizabeth						
91	Perry, Albert A.						
92	Powers, Lindsey						
93	Quinn, Jeff						
94	Ragan, Stephen M.						
95	Ragan, Thomas C.						
96	Robinson, Terez						
97	Rockett, Beverley J.						
98	Rodney, Odeth F.						
99	Romero, Rachel						
100	Rosas, Edwin E.						
101	Rubin, Richard						
102	Ruelas, Richard						
103	Sauceda, April P.						
104	Schnurr, Ryan D.						
105	Schreier, Daniel						
106	Schroeder, Arthur						
107	Scott, Eric Bradley						
108	Scott, Paul & Diane						
109	Segura, Florbel						
110	Shaffer, Angela						
111	Shannon, Calvin D.						

	CARDHOLDER NAME	ACCOUNT NO.	NAME OF LAWSUIT PRESENT (Y/N)	REQUEST FOR EXCLUSION STATEMENT (Y/N)	SIGNED BY ALL CARDHOLDERS (Y/N)	POSTMARK	FULL NAME, ADDRESS AND ACCOUNT NUMBER (Y/N)
112	Shea, Deborah M.						
113	Singleton, Edna C.						
114	Snider, Richard J.						
115	Staley, NeYama						
116	Steele, Sharilyn R.						
117	Stokey, Connie & Lloyd						
118	Stout, Janalee M.						
119	Stowski, Christine C.						
120	Stuart, Jeffrey Charles						
121	Sugay, Rosalina						
122	Sutton, Cassie Ann						
123	Sutton, James						
124	Townsend, Marjorie						
125	Turman, Elizabeth						
126	Unsworth, Charles C.						
127	Valles, Edgar B.						
128	Veverka, James D.						
129	Veverka, Jeanne G.						
130	Wade, Pat						
131	Wahlin, Jay D.						
132	Walls, Gladys						
133	Wang, Michael						
134	Ward, Robert C.						
135	Wheeler, Melony						
136	White, Susan						
137	Wilson, Beverley A.						
138	Zeccarias, Filmon						
139	Urata, Chet Edward						
140	Daur, Rheta						

REDACTED